

**Townhomes at Northeast Association, Inc.**  
**Sun Ketch Rules & Regulations**  
**Adopted November 3, 2020**

Welcome to the Sun Ketch Community! Sun Ketch is a homeowner's association, officially known as Townhomes at Northeast Association, Inc., as defined under and governed by Florida law. When you purchased your Sun Ketch townhome, you agreed to abide by the rules and regulations of the Association as described in our governing documents (Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions, Restrictions and Easements) and as further established by the Board of Directors. This document serves as a summary of the effective rules that apply to all owners as well as their tenants, licensees, and guests; however, it does not serve as a substitute for a thorough understanding of the governing documents, the terms of which shall supersede any policies or descriptions herein. Your adherence to these Rules & Regulations will help to ensure the safety, quality of life, and investment value of the homeowners and residents of the community.

1. **ASSESSMENTS** – All homeowners are required to pay to the Association annual assessments (“HOA Fees”) in an amount determined by the Board of Directors. HOA Fees are payable in monthly installments on or before the 1<sup>st</sup> day of each month. HOA Fees may be paid in advance upon written notice to the Board. HOA Fees that are not paid in full by the tenth day following the due date are subject to a late fee of \$30.00 plus interest applied from the due date.
2. **INSURANCE** – Each unit owner is required to maintain in continuous effect a policy of homeowner's insurance including flood insurance on their unit. Such policy shall name the Association as an additional insured, providing notice to the association in the event of termination. Homeowners must provide the Association with a certificate of insurance evidencing the effectiveness of such coverage at all times.
3. **USE OF PREMISES**
  - a. **Single family residence only** – Sun Ketch townhomes are intended exclusively as single-family residences. Homeowners may not subdivide the unit (such as converting bonus rooms for separate use) or conduct any commercial activity, aside from a home office, within the unit or on the premises.
  - b. **Renting/subletting** – Homeowners may lease their unit provided that the term of such lease is no less than 90 (ninety) days in duration and provided further that no more than 2 (two) leases may occur within any twelve-month period. Homeowners must provide the Association with a copy of any lease. Tenant must abide by all terms of the Associations governing documents. Subletting is not permitted.
  - c. **Garage** – Each unit includes a two-car garage that may not be converted to a living area or subdivided for use other than garage/storage.

4. GROUNDINGS – The Association has the sole and exclusive right and duty to maintain all Sun Ketch grounds. Homeowners may not perform (or cause to be performed) any work or maintenance in or on the grounds.
  - a. Lawns/beds – Homeowners may not, for decorative, storage, or any other purpose, place or apply any plants, planters, flags, displays, signs, or other items/materials in front, rear, or side lawns, beds, walkways, or other areas of the grounds.
  - b. Rear egress spaces – Consistent with the above and the Florida Fire Code, no furniture, plants, planters, displays, decorations, or other materials may be placed or stored in the spaces between garage units as these are designated means of egress and must be maintained unobstructed.
  - c. Fences/Gates – All fences and gates are maintained solely and exclusively by the Association. Homeowners will be supplied with keys to the pool gate, restrooms, and the lock on their rear gate. Replacement keys for the pool and restroom may be provided at a cost of \$10 each.
  - d. Exceptions/Allowances – Homeowners or their agents may place a “For Sale/For Lease” sign in their front yard for the duration of any listing period. As provided by Florida Law, homeowners may display one official United States or State of Florida flag and one official military flag in their front yard space provided such placement does not interfere with landscape maintenance. Flags must be portable and removable and no larger than 4 ½ feet by 6 feet. During the period of Thanksgiving through January 15<sup>th</sup> of any year, homeowners may install decorative holiday lighting and other décor items in the front and rear yard areas of their lot provided such materials do not interfere with landscape maintenance or intrude on or interfere with the quiet enjoyment of the premises by others. Any other allowances from the above rules must be sought of and approved by the Association’s Architectural Control Committee.
5. BUILDINGS – The Association has the sole and exclusive right to maintain the common area buildings and structures and the exteriors, including roofs, of all residential units/buildings. Homeowners may not perform (or cause to be performed) any work or maintenance on these structures. Homeowners are responsible for maintenance of the interior of their unit in good structural condition and maintenance of exterior doors, windows, and screens in good working condition and consistent with their original appearance.
  - a. Exterior – Homeowners may not paint, repair, maintain, alter, or otherwise perform work on the exterior or roof of any building.
  - b. Porches – The Association is responsible for maintenance of front porches, but homeowners may decorate and furnish their porches; provided, however, that homeowners may not enclose the porch in any manner or alter the railings or other physical features of porches, and decorations may not be permanently affixed to exterior walls, floors, or ceilings. Porches may not be used for storage and must be kept in a neat appearance consistent with community standards.

- c. Courtyard – The rear patio of each unit consists of a courtyard area for which the Association is responsible for structural and exterior maintenance. Homeowners will need to provide access to the courtyard for scheduled maintenance. Homeowners are free to decorate their courtyards to taste; provided, however, that no decorations shall be visible to adjoining units nor shall they interfere with the right to quiet enjoyment by others or pose a nuisance.
  - d. Exceptions/Allowances – Homeowners may install decorative and functional features within the confines of the courtyards, such as sun shades and awnings and lighting, provided that these features do not serve to enclose the courtyard nor interfere with the quiet enjoyment of the premises by others and provided further that such features have been properly submitted to and approved by the Architectural Control Committee.
- 6. SWIMMING POOL – The Association maintains a pool with adjoining bathrooms for the enjoyment of residents and guests who are accompanied by a resident. Access is controlled by a keyed gate. Do not give keys to unauthorized parties.
  - a. Hours – Pool hours are from dawn to 11pm.
  - b. Rules – Smoking within the pool area is prohibited. Residents and guests may bring coolers, food, and beverages, but NO GLASS. Please clean up, close umbrellas, and return furniture/equipment to its original situation before leaving. Children under 12 must be accompanied by an adult. No animals allowed in pool area. Additional rules are posted.
- 7. VEHICLES - Residential parking is provided in garages, driveways, and in the public streets adjoining the premises. No commercial vehicles, trailers, boats, RVs, ATVs, or PWCs may be parked on premises. Please stay off lawns, beds, and easements. No parking is permitted in the alleyway or other rights of way, and all licensees and guests should be advised to comply. Parking in driveways is limited to use by properly licensed/registered vehicles in operable condition and which fit securely in the driveway space without intruding on the abutting alleyway or easements (this includes accessories such as trailer hitches and tow kits).
- 8. PETS – No animals except pets are permitted in units or on the premises. Pets must be kept on a leash at all times while on the grounds. Pets may not defecate on the grounds so please curb them outside the bounds of the premises. Pets may not be left in the courtyard or porch unattended or in any event between the hours of 10pm and 7am.

9. RECYCLING – The Association has contracted with a commercial service to collect and dispose of recyclable waste. Bins are placed on premises and are intended for the exclusive use of residents. Please deposit only CLEAN and recyclable materials as follows:
- c. Paper and Cardboard – flattened cardboard, newspapers, magazines, office paper, and common mail.
  - d. Metal Cans – beverage and food cans
  - e. Plastic Bottles and Jugs – food and liquid containers, lids on
  - f. No soiled or wet materials, including cardboard and paper. Once they come in contact with food or liquid they can no longer be recycled.
  - g. NO BAGS – If transporting recyclables in a bag to the container, empty the recyclables into the container and dispose of the bag. DO NOT put the bag into the container.
  - h. Recycling must be put into the bins. Do not leave recycling next to or behind the bins. If the bins are full please keep your recycling at your home or take it to the free recycling drop center located at 1000 62nd Ave NE.
10. FINES/ENFORCEMENT – The Association has the authority to implement and enforce rules, including but not limited to the foregoing, in order to protect and serve the interests of the community. Enforcement includes applying fines and late fees for noncompliance and may even include legal action for securing and foreclosing liens against the offending homeowner. Your cooperation assures that these measures will not be necessary.